

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 8 PAGES
2. AMENDMENT/MODIFICATION NO. <b>A0001</b>	3. EFFECTIVE DATE <b>November 19, 2003</b>	4. REQUISITION/PURCHASE REQ. NO. <b>33-4082</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. DOT/RSPA/Volpe Center 55 Broadway Cambridge, MA 02142</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. <b>DTRS57-03-R-20027</b>
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) <b>10/27/03</b>
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning two (2) copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D.	OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, ☐ is required to sign this document and return copies to the issuing office.

This amendment is issued to incorporate changes to the solicitation and to provide responses to the questions received from potential Offerors.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

1. Standard Form 33, Block 9 is revised by deleting 12/03/2003 and inserting 12/10/2003. This revision extends the due date for proposals to 2:30 PM local time (Eastern) on 12/10/03.
2. Paragraph B.4 PRICING is revised as follows:

Delete: "The loaded rates for the equipment, services, and materials listed below in the tables under **Paragraph B.6. B** below shall be used for Firm-Fixed Price task order proposal purposes unless:"

Insert in its place: "The loaded rates for the equipment, services, and materials listed below in the tables under **Paragraph B.4. B** below shall be used for Firm-Fixed Price task order proposal purposes unless:

3. Paragraph C.5 CONTRACTOR PERSONNEL AND QUALIFICATIONS is modified as follows:

Delete: "Asbestos supervisor certification is required for site supervisors and asbestos worker certifications are required for all workers conducting interior insulation removals and cleaning. "

Insert in its place. Libby, MT is a Superfund site. All on-site personnel are required to have hazardous waste operations and emergency response (HAZWOPER) training in accordance with Title 29 Part 1910.120 of the Code of Federal Regulations (29 CFR 1910.120).

4. Paragraph H.5 PERFORMANCE AND PAYMENT BONDS is revised to read as follows:

"The contractor shall provide a letter with their proposal from their surety stating their bonding capability is a minimum of \$5,000,000. A performance bond and a payment bond **each** in the amount of \$25,000 is required to be provided within 20 calendar days of contract award. The Contracting Officer may determine that it is necessary to increase the amount of the bond(s) to protect the Government as the number of task orders increases throughout the contract period. The contractor shall flow down bond requirements to subcontractors as deemed necessary."

5. Paragraph I.1, CLAUSES INCOPORATED BY REFERENCE, is revised as follows:

Delete:

FAR 52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration	MAY 1999
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Insert:

FAR 52.204-7	Central Contractor Registration	OCT 2003
FAR 52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration	OCT 2003

6. Paragraph L. 1 Solicitation Provisions, is revised by deleting the following:

FAR 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
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7. Paragraph L.2.E EVALUATED RESOURCE LEVEL is revised as follows:

Delete: "It also includes rates for certain equipment and materials as identified in Section B, **Paragraph B.6**, which is required to be completed by all Offerors"

Insert in its place: "It also includes rates for certain equipment and materials as identified in Section B, **Paragraph B.4**, which is required to be completed by all Offerors"

8. Paragraph L. 4. D. 2, Accounting System is revised as follows:

Delete: "The Offeror shall fill out in its entirety **Paragraph B.6**. If the Offeror has a different job title or if the Offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the Offeror is instructed to add that job title to the most appropriate or similar job title listed in the table. The rates proposed in **Paragraph B.6** will be the rates that the Offeror will use for all firm-fixed price task orders."

Insert in its place: "The Offeror shall fill out in its entirety **Paragraph B.4**. If the Offeror has a different job title or if the Offeror is proposing to use subcontracted labor in which the subcontractor uses a different job title for any of the listed employees, the Offeror is instructed to add that job title to the most appropriate or similar job title listed in the table. The rates proposed in **Paragraph B.4** will be the rates that the Offeror will use for all firm-fixed price task orders."

9. Paragraph L. 4. D. 2, Section **B Information** is revised as follows:

Delete: Delete: “The Offeror shall fill out only one **Paragraph B.6**”

Insert in its place: “The Offeror shall fill out only one **Paragraph B.4**”

## QUESTIONS AND ANSWERS

Q1. Can you please clarify the difference between Schedule 2 and Schedule 3 on Page 58 of 73 and 59 of 73? The forms may look different, but the information are identical with the exception Fee/Profit are split 50/50 on Schedule 2 while there is no distinction between the two on Schedule 3.

A. Schedule 2 is only applicable to the prime and must be consistent with the information on all Schedule 3s submitted by subcontractors. For the prime, the information submitted on both forms should be identical except for the breakout of fee and profit.

Q2. Has a pre-proposal conference been established for the site? In the event that there is not pre-proposal site conference, how can we make arrangements to see the site? We think a site visit is critical to responding to the abatement protocol requirements as outlined in the solicitation. Please advise.

A. No, a pre-proposal conference has not been established for the site. The remediation efforts span over the entire area of Libby, Montana and encompass hundreds of residential and commercial properties. No two properties are alike in its need for remediation. The Government does not have and will not have simultaneous access to all of the properties to be remediated, as the properties are privately owned. Before a task is issued for any property(ies), the Government will identify the remediation need for a given property and obtain access to that property. Site visits are applicable at the task order level. Given the breadth of the project, the varying remediation effort between and among the properties, and need for access to the property to be remediated, no pre-proposal conference will be established for efforts under this solicitation.

Libby, Montana, sitting in the northwest corner of Montana is the site for work described in this solicitation. The properties being remediated are located in and near the City of Libby, Montana. The City of Libby is located approximately 25 miles east of the Idaho border and 40 miles south of the Canadian border. The properties are located within a study area of approximately 192 square miles. Libby is located in the western region of the study area and properties are up to 15 miles from downtown. The Landfill is located on Pipe Creek Road, about 4 miles north of Libby, and the mine site is located off of Highway 37, about 9 miles northeast of Libby. Any Offeror is free to make its own arrangements to visit Libby, Montana; however, the Government will not and cannot be involved in any such arrangements.

Q. 3 What is the owner or obligee's name as it should appear on bid bond?

A. Please refer to Standard Form (SF) 24/SF 24 Back (“Bid Bond”) provided with the solicitation. SF 24 includes instructions how to complete the Bid Bond; SF24 Back includes additional “Instructions” how to complete the Bid Bond (see also FAR 28.106-1). The bid bond is a material requirement of an offeror’s proposal. The Government cannot advise any Offeror how to write any information in or on the Bid Bond.

Q.4 What is the project name and number as it is to appear on bid bond?

A. Please refer to Standard Form (SF) 24/SF 24 Back (“Bid Bond”) provided with the solicitation. SF 24 includes instructions how to complete the Bid Bond; SF24 Back includes additional “Instructions” how to complete the Bid Bond (see also FAR 28.106-1). The bid bond is a material requirement of an Offeror’s proposal. The Government cannot advise any Offeror how to write any information in or on the Bid Bond.

Notwithstanding this, the name and number of the project is as identified in the Statement of Work (Section C of the RFP): “Libby Asbestos Project Remedial Construction.” There is no project number. The name of the solicitation is “Environmental Remediation Services for the Libby, Montana Asbestos Project.”

Q.5 We are an 8a preparing a proposal for the above solicitation. We do not have an accounting system that has been approved by the Government. Regarding approved DCAA rates, we have made the request for DCAA to come out and visit with us.

They have not. Will system documents showing our accounts set up suffice for the requirement at least during the initial evaluation of these proposals? If not, what will suffice?

- A. DCAA will not perform an audit unless the request is made by a Government agency. The Offeror must demonstrate that it has taken all reasonable steps to ensure that any accounting system review requested by the Government will result in quick and certain approval. Please see Paragraph L. 4. D. 2, Accounting System. The burden is on the Offeror to provide sufficient information in its Cost Proposal to demonstrate it has an adequate accounting system for recording and accumulating contract costs and identifying and segregating unallowable contract costs. See FAR Parts 30 and 31. Generally, the prospective contractor's must provide reasonable assurance that (1) its accounting systems and related internal controls comply with all applicable laws and regulations (2) its accounting system and cost data are reliable; (3) Risk of misallocation and mischarges are minimized; and (4) Contract allocations and charges are consistent with invoice procedures

Q.6 My understanding is that there will be more than one contract awarded but the first one will go to an 8(a) contractor. Would you please confirm that this is correct?

- A. Yes, in accordance with Paragraph M.1.C, ORDER OF AWARDS.

Q.7 When would neither SCA or DBA rates apply for site workers as per the data requested for the table on Page three of the RFP?

- A. See Paragraph L.4A INTRODUCTION (last line) which states: "For Proposal Purposes: Offerors shall assume that all Task Orders will be subject to the Davis-Bacon Act."

Q.8 Why are there no overtime rates requested for hourly positions on the page 3 table or elsewhere in the cost proposal?

- A. Overtime rates, if applicable, will be authorized, negotiated and identified on as task order basis. See Paragraph H.7 PAYMENT FOR OVERTIME

Q.9 Reference is made to Paragraph, L.2.C. Does this clause absolutely exclude a contractor from bidding as a subcontractor to a bidder and also as prime?

- A. Yes

Q.10 On item D of page 4 of the RFP it is stated that the fixed fee component of cost plus fixed fee task orders is 'not to exceed' a number supplied by the contractor as calculated in their cost proposal. On page 20 Item B it is stated that allowable costs shall not exceeded for cost plus fixed fee task orders. (With the allowable costs line item filled in at the time of award). This appears to create a cap on task costs. Realizing that the scope of work within any task order has some uncertainty, how does the contractor get reimbursed for costs associated with required work not identified at the time of the task order bid. An example would be contamination extending beyond that bid into a task order.

- A. See Paragraph I.1. CLAUSES INCORPORATED BY REFERENCE, FEDERAL ACQUISITION REGULATION CLAUSES (FAR) (48 CFR CHAPTER 1) CLAUSE 52. 216-7, Allowable Cost and Payment, DEC 2002; 52.216-8, Fixed Fee, MAR, 1997; 52.232-20, Limitation of Cost, APR 1984; 52.232.22, Limitation of Funds, APR 1984; and 52.2443-2 Changes – Cost Reimbursement, AUG 1987. These clauses apply.

Q.11 In Item 8, page 54 of the RFP it is stated that '*Subcontractors must submit a Cost and Business Proposal in accordance with the Cost and Business Proposal instructions within this section*'. The FAR define 'subcontractors' as any vendor including purchase orders for materials and supplies. Getting such cost data from all potential subcontractors is not realistic. At least once within the RFP Team Subcontractors are defined as any contractor potentially carrying out 20% of labor hours. Is it the intent of DOT to limit Cost and Business Proposals to these 'Team' subcontractors? How shall bidders differentiate between vendors and subcontractors, dollar volume or % of total level of effort (labor hours) if such subs need to complete a full cost proposal to the Prime, and we need to evaluate that proposal as if we were Contracting Officers granting consent?

- A. See Paragraph L.4.D, 5 Equipment, Materials, and Other Direct Costs on information required to support materials and supplies. See Paragraph L.4. D.8 Subcontracts for subcontracts and Paragraph I, FAR 52.244-2, Subcontracts for subcontracts that are labor based. Also see Paragraph L.4. E., Subcontract Consent. The reference in Paragraph L.5 B.1 Past Performance to 20% is included in the instructions for the technical proposal and is not relevant to the cost proposal requirements.

Q. 12 The RFP requests a Cost Proposal from team subcontractors (which inherently requires them to define their actual costs buildups). The RFP then directs the bidders to create a single 'cost' per labor category by 'blending' team subcontractors cost data (which inherently moves the cost basis from actual to an average). How does this work during implementation? If a prime contractor does create a 'blended cost', and then 'self performs' using its own labor force at an actual cost less than the blended rate, should the blended cost rate be used and invoiced, or the actual cost be used and invoiced? Will a later audit, as defined within the RFP, of these 'blended' rates to 'actual cost' result in an adjustment if they differ?

A. Please Read Paragraph G. 4, ORDERING PROCEDURE, which requires that "For Cost-Plus-Fixed-Fee Task Orders, the rates utilized shall reflect the projected actual rates that will be invoiced to the Government. Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the Offeror customarily uses), as indicated by the Contractor's or the subcontractor's current payroll data, and the current provisional indirect rates." The proposed costs will be used for evaluation purposes and to establish an estimated cost for the Task Order. The Contractor will be reimbursed allowable and allocable costs (which may differ from proposed cost) in accordance with Paragraph I, FAR 52.216-7, Allowable Cost and Payment, DEC 2002.

Q.13 It has been noted that the workman's compensation rate for labor in Montana is much higher than the national average. Can the contractors use this actual workman's comp number in its cost buildups?

A. Yes.

Q.14 Airfare to and from cities adjacent to Libby can be expensive depending on from where resources are mobilized. Will the contractor be reimbursed regardless of the costs and mobilization point?

A. Only if the costs are reasonable, allocable, and allowable and included in its proposal to a task order RFP.

Q.15 Transportation costs are discussed in the RFP. Is travel time for mobilizing and demobilizing hourly and salaried employees reimbursable?

A. Yes. However, the cost must be reasonable, allocable, allowable, and also in accordance with and consistent with your company's accounting practices. Also see Paragraph I, FAR 52.230-2 Cost Accounting Standards, APR 1998 and Paragraph I, FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, APR 1998.

Q.16 How should bidders segregate ODC's that need to be listed on Schedule 7 in order to be reimbursed (paragraph #7 on pg 54) and the \$1.9mm lump sum that is to cover "direct cost related to remediation and waste management activities that are not included in the table..." (paragraph #5 pg 53-54). How is this 1.9 Million dollars and ODCs in table 7 evaluated during the selection process? If a bidder has a complete list of all required ODCs in Schedule 7, they may appear higher priced than someone who minimizes the Table 7 cost. Do the rates quoted in Schedule 7 apply for invoicing of task orders, or do actual costs as documented on an invoice from the supplier become the cost basis? If invoiced costs become the billable costs, what is the purpose of the rates in Schedule 7?

A. There are no additional ODCs that need to be listed on Schedule 7. Paragraph L.4.D, 5 Equipment, Materials, and Other Direct Costs provides that "there are a number of other direct cost related to remediation and waste management activities that are not included in the table such as scaffolding, personal protection equipment, small hand tools, snow fencing, and containment berms. Therefore, an additional \$1,900, 000 should be apportioned between the prime and its subcontractors in a manner consistent with the technical proposal and burdened in accordance with established accounting practice." No upward or downward adjustments are required in the \$1,900,000 ODC related to remediation and waste management activities and Offerors are not required to provide additional examples of remediation or waste management activities. As stated in Paragraph L.D.7 Other Offeror- Estimated ODCs are for "additional ODCs which are anticipated to support the proposed effort which are not covered in their overhead/indirect costs and are not included in construction or waste management equipment or materials. " Examples of adjustments as related to labor are included in Paragraph L.4, D, 3, Direct Labor. These additional ODCs are to be included in Schedules 2 and 3 per the instructions.

See Paragraph I, FAR 52. 216-7, Allowable Cost and Payment, DEC 2002. Also please see Paragraph B.4.C PRICING which states "For Cost Plus Fixed Fee Task Orders, the rates utilized for task order proposal purposes shall reflect the projected actual direct and indirect rates that will be invoiced to the Government. Said rates shall be justified and an explanation provided if the rates differ from the rates applied or utilized in the Contractor's proposal for the basic contract which is incorporated by reference or from the rates above listed." The rates in Schedule 7 allow the Government to evaluate the proposed cost of Equipment and Materials under this solicitation. The rates in schedule 7 which will be included in the contract also serve the purposes specified in the contract in Paragraph B.4 PRICING and Paragraph G.4 Ordering.

Q.17 All rates for equipment listed in the table on Schedule 7 are monthly rates. How do we: a) Use Removal Cost Management Software (RCMS,) which operates using fixed daily rate, with monthly rates. b) Cost items to concurrent task orders, or task orders that do not start or finish at the end of a monthly rental cycle. c) Get reimbursed for equipment costs that is rented by the month but is not charged to a task order?

A. (a) Any accurate and reasonable basis of determining daily rates from monthly rates is reasonable. Training/instruction in the use of RCMS will be covered at the task order level, if necessary. (b) Any commonly accepted business practice or other reasonable basis of allocating cost is reasonable. (c) All costs must be charged to a task order associated with the cost.

Q.18 Aren't the rates to be listed in the table in Paragraph B.4 Pricing, and referenced as the basis for fixed price task orders, also the actual projected rates referenced for cost plus task orders?

A. Yes

Q.19 Is it the intent of the RFP to allow Team Subcontractors to operate on a time and material basis (their rates include profit) while requiring the prime to operate on a cost plus fixed fee basis?

A. Though team subcontractors may operate on any basis to which the prime and subcontractor may agree, in accordance with FAR Part 16, cost plus fixed fee subcontracts are preferred for subcontracts.

Q.20 Reference is made to Paragraph G.4, ORDERING Procedures. Are all charges, as related to pre-task order costs, non-reimbursable or are just labor hours non-reimbursable?

A. Cost charged to an indirect pool is reimbursable if incurred during the contractor's current accounting year. All charges must be charged to a task order, and in some limited case the cost of supplies or materials previously recorded in inventory can be direct charged to a task order if used under that task order consistent with the contractor's accounting system.

Q.21 Are the bonding limits defined required only from the prime contractor of a team? If the prime does not have the financial security to provide such a bond, can it be provided by a subcontractor?

A. There is no privity of contract between the Government and any subcontractor. The prime must provide the bond. (But see FAR Part 28.)

Q.22 The RFP in Paragraph H.5, PERFORMANCE AND PAYMENT BOND requires the winning contractor to post a \$25,000 payment and performance bond on award. Since this is non-task specific, how does the contractor get paid for this bond?

A. The RFP requires a performance and payment bond to be provided within 20 calendar days of award. The cost of bonds can be allocated to the first task order issued to the contractor since it is a charge related to the task.

Q.23 Multiple pieces of the same equipment (as example a 966 wheel loader) may come from numerous sources, with some being company owned, some local rental, and possibly simultaneously local rentals of the same type of item, from different vendors. The RFP requires a single rate and cost support for such equipment as part of the cost proposal. Can the contractor use rental market value as supporting backup for all equipment of the same description in effort to avoid multiple rates for the same items?

A. The Offeror can use whichever rate it chooses; however, the Offeror should provide sufficient information that supports the specific rate proposed.

Q.24 Reference is made to Paragraph H.3, Sales Tax Exemption. What constitutes 'personal property' in paragraph A? We currently do not have 'tax exempt' status and are unclear to the logistics as proposed. It appears that the contractor is required to separate and itemize all sales tax, as paid by the contractor during site operations, on submitted invoices in effort for the government to either pay the tax, or provide the contractor with 'evidence necessary' to sustain the tax exempt status requested by the DOT. It appears that the contractor has already paid the tax, how does such a 'after the fact' decision work for the contractor?

A. In general, "personal property" refers to movable property as opposed to real property. The tax exemption applies to the Volpe National Transportation System Center and not to the contractor. If Tax Exemption Certificates are issued,

it will be after award of contracts and will be only applicable to cost reimbursement task orders. For proposal cost and pricing purposes under this solicitation, clause H3 is not applicable.

Q25 How many Task Orders have been/planned anticipated per contract?

A. There is no set number of task orders planned for each contract. See Paragraph. B.3, MINIMUM/MAXIMUM AMOUNT OF WORK.

Q.26 What is the Government's estimate for a longest and shortest performance period for a given Task Order?

A. The Government does not have such estimates.

Q.25 How shall bidders label confidential business information contained on their proposal?

A. See Paragraph L.1, FAR, 52.215-1, INSTRUCTIONS TO OFFERORS, COMPETITIVE ACQUISITION, May 2001. Information considered confidential must be clearly identified to distinguish between those portions of the proposal claimed to constitute confidential business information and those portions for which no such claim is made. The words "CONFIDENTIAL BUSINESS INFORMATION" shall clearly appear on the bottom of each page containing information claimed to be confidential.

Q27 What is the Government's estimated for a maximum and minimum Dollar amount for a given Task Order?

A. Please see Paragraph I.1, FAR 52.216-19, Order Limitations OCT 1995.

Q28 How much time shall be available for the submittal of a response for a Task Order Request For Proposal (TORFP) after the issuance of TORFP?

A. The response times will differ based on the requirements of the Task Order and could range from a few days to a few weeks.

Q29 Please explain the following sentence in Paragraph G.4.B.3, ORDERING PROCEDURES "Failure to attend walk throughs may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders."

A. As stated in Paragraph G.4, the Government considers walk throughs at the Task Order level important. Contractors will be able to observe conditions that may affect the cost of contract performance. The quantities and types of labor and equipment required will differ from Task Order to Task Order. By not attending walk throughs, Contractors may be demonstrating a lack of interest in understanding the work and competing for Task Orders under the contract.

Q.30 Please explain "Task Order Proposal Costs" in Paragraph G.14, COST ACCOUNTING SYSTEMS: "Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs."

A. The contractor has the discretion as to whether or not to submit a proposal in response to a Task Order Request for Proposals. Bid and proposal costs means the costs incurred in preparing, submitting, and supporting bids and proposals (whether or not solicited) on potential Government or non-Government contracts. The term does not include the costs of effort required in the performance of a contract. The contractor should account for Task Order proposal costs by charging to the same indirect cost center or pool bid utilized for all other bid and proposal cost.

Q. 31 Is it possible that the 8(a) certified firms who attended the Volpe Center's 8(a) Open House and Technical Exchange of October 23, 2003, will be more advantageous in terms of understanding the subject project, RFP and/or Volpe's contract mechanism as compared to those 8(a) certified firms who could not attend the said even?

A. No information on this solicitation was provided at the Open House.

Q.32 What is the anticipated contract award date?

A. For proposal purposes, the contractor shall assume a start date of January 1, 2004. See Paragraph L.4.A. INTRODUCTION.

Q33 Is there a designated staging area in Libby?

A. No

Q.34 What is the proposed format of 'as built' drawing referenced in 4.4.1 (page 8 of 73)?

A. As-built drawings shall be submitted as hard copy drawings, size D (24"x36") sheets, or as specified in the Task Orders, as well as AutoCAD compatible electronic form.

Q.35 The RFP documents suggest that MACTEC is providing air monitoring support onsite. Does this include all ambient, clearance and personnel monitoring as required?

A. The air monitoring support will be performed by others (not the remediation contractor and not necessarily MACTEC) and the results will be given to the remediation contractor. This onsite air monitoring support does not include all ambient, clearance and personnel monitoring as required. The remediation contractor is responsible for posting results and maintaining necessary records as required by OSHA and applicable regulations.

Q.36 Exhibit F, page 3-7, Section 3.5 states that ...all personnel engaged in work at an asbestos disposal site must meet the requirements for accreditation and permitting outlined in ARM 17.74.314. What is ARM specification referenced and what are the defined requirements?

A. Administrative Rules of Montana, Title 17, Chapter 74 - Occupational Health (Asbestos), Part 314 - Requirements of Accreditation and Permitting for Persons Engaged in an Asbestos-Type Occupation. The ARM is publicly available.

Q.37. On page 50 of the solicitation you refer to 90 decontamination pads. Could you define their use as well as the physical size of this item? It is possible that I know of them in some other terminology?

A. Decontamination pads are constructed at each property or group of properties to clean contaminated vehicles and equipment prior to leaving the property(ies). They may be constructed out of lumber, sheets of plastic, and other materials, may be made of metal parts that can be transported from site to site. They are designed for trucks, excavators, or other equipment used in the cleanups, to drive onto the pad and be sprayed with water to clean off any soils and other materials from the excavation. After being thoroughly cleaned, the equipment is inspected before it can leave the decontamination zone to travel on public streets. The decontamination water is collected in a sump built into the pad, where it is typically removed using a vacuum truck and transported to the mine site for disposal. The decontamination pads for the residential removals can vary in size depending on materials of construction, type of equipment being decontaminated, and available room at each property, but are typically about 12 feet x 20 feet. They are typically constructed on driveways or other areas between the exclusion zone and the street.